

BILL NO. S-75-05-06

SPECIAL ORDINANCE NO. S- 82-75

AN ORDINANCE approving contracts "A" and "B" with
CONTINENTAL CONSTRUCTION for curb and sidewalk
repairs in the 6th Councilmanic District, under
Resolution 5649-1974

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the contracts dated April 17, 1975, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works and
CONTINENTAL CONSTRUCTION, for:

Improvement to curb and sidewalks in the following areas: Colerick
Street and Eckart Street on both sides from the east property line of
Hanna Street to the west property line of Oliver Street and John
Street and Weisser Park Avenue on both sides from the north
property line of Eckart Street to the south property line of Colerick
Street, except where sidewalk acceptable to the Board of Public
Works is now in place

Improvement to curb and sidewalks at the following locations: Oliver
Street, on the west side only from the north property line of Oxford
Street to the south property line of Colerick Street and Woodview
Boulevard on both sides from the east property line of Hanna Street
to the west property line of Smith Street, except where sidewalk
acceptable to the Board of Public Works is now in place

for a cost of \$38,069.50 on Contract "A" and \$16,805.50 on Contract "B", of
which the property owners will pay \$.50 per square foot, the balance to be
paid from Revenue Sharing Funds, all as more particularly set forth in said
Contracts which are on file in the Office of the Board of Public Works, and
are by reference incorporated herein, made a part hereof and are hereby in
all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY.


CITY CLERK

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5-13-75.

Charles W. Westermark
CITY CLERK

Read the third time in full and on motion by V Schmidt, seconded by Hinga, and duly adopted, placed on its passage.
Passed (~~was~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	✓	_____	_____	_____	_____
HINGA	✓	_____	_____	_____	_____
KRAUS	✓	_____	_____	_____	_____
MOSES	✓	_____	_____	_____	_____
NUCKOLS	_____	_____	_____	✓	_____
SCHMIDT, D.	✓	_____	_____	_____	_____
SCHMIDT, V.	✓	_____	_____	_____	_____
STIER	✓	_____	_____	_____	_____
TALARICO	✓	_____	_____	_____	_____

DATE: 5-27-75

Charles W. Westermark
CITY CLERK
chief deputy city clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution), No. S-82-75 on the 27th day of May, 1975.

ATTEST:

(SEAL)

Charles W. Westermark
CITY CLERK
chief deputy city clerk

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of 11:00 o'clock A. M., E.S.T.

Approved and signed by me this 28th day of May, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

James Stier
MAYOR

Bill No. S-75-05-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

approving contracts "A" and "B" with CONTINENTAL CONSTRUCTION

for curb and sidewalk repairs in the 6th Councilmanic District under

Resolution 5649-1974

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

Vivian G. Schmidt

William T. Hinga

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

MADE A MATTER OF RECORD

DATE 5-27-75 CHARLES W. WESTERMAN, CITY CLERK

PROJECT

Contract "A" - 6th District

BID ANALYSIS SHEET

(Colerick St., Eckart St., John St., & Weisser Pk.)

OFFICE OF CITY ENGINEER

DATE

February 26, 1975

RES. NO.

5649-1974

MATERIAL

Concrete

FORT WAYNE INDIANA

CONTRACTORS

ESTIMATE

EXTENSION

Continental
Construction

T-G Excavating, Inc.

Robert Houser -
Contractor

STREETS — ALLEYS — SIDEWALKS

QUAN UNIT MATERIAL

UNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

1,805 Sq. Yds. Walk Removal

4.00

7,200.00

4.05

7,310.25

4.57

8,248.85

5.20

9,386.00

15,180 Sq. Ft. Standard Walk

1.35

20,493.00

1.30

19,734.00

1.32

20,037.60

1.35

20,493.00

2,225 Sq. Ft. Curbface Walk

1.55

3,448.75

1.40

3,115.00

1.44

3,204.00

1.40

3,115.00

1,462 Lin. Ft. Curb Removal

1.40

2,046.80

2.00

2,924.00

1.68

2,456.16

2.50

3,655.00

1,235 Lin. Ft. Curb Replacement

3.60

4,446.00

3.25

4,013.75

3.56

4,396.60

3.80

4,693.00

5 Cu. Yds. Common Excavation

10.00

50.00

10.00

50.00

12.00

60.00

22.00

110.00

10 Sq. Yds. New 9" Concrete

15.00

150.00

16.00

160.00

26.67

266.70

17.50

175.00

75 Tons Backfill Dirt

7.50

562.50

6.50

487.50

7.50

562.50

6.00

450.00

275 Sq. Yds. Seeding & Fertilizer

.70

192.50

1.00

275.00

1.08

297.00

1.40

385.00

\$38,609.55

\$38,069.50

\$39,529.41

\$42,462.00

Under

1.4%

Over

2.4%

Over

10%

CONTRACT

This Agreement, made and entered into this 17 day of April, 1975

by and between ----- CONTINENTAL CONSTRUCTION COMPANY -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

curb and sidewalks in the following areas: Colerick Street and Eckart Street on both sides from the east property line of Hanna Street to the west property line of Oliver Street and John Street and Weissner Park Avenue on both sides from the north property line of Eckart Street to the south property line of Colerick Street, except where sidewalk acceptable to the Board of Public Works is now in place.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5649-74 and at the following prices per lineal foot

Contract "A"

at the following prices:

Walk Removal	Four dollars and five cents, per square yard	\$ 4.05
Standard Walk	One dollar and thirty cents, per square foot	1.30
Curbside Walk	One dollar and forty cents, per square foot	1.40
Curb Removal	Two dollars and no cents, per lineal foot	2.00
Curb Replacement	Three dollars and twenty five cents, per lineal foot	3.25
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
New 9" Concrete - Recessed	Sixteen dollars and no cents, per square yard	16.00
Dirt Backfill	Six dollars and fifty cents, per ton	6.50
Seed and Fertilizer	One dollar and no cents, per square yard	1.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5649-74 (Contract the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before August 1, 1975, and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill, and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

CONTINENTAL CONSTRUCTION CO., INC.

BY: N. O. Neal

TITLE: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. Neal

John A. Lusk
Its Board of Public Works and Mayor.

APR 17 1975

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we -----

CONTINENTAL CONSTRUCTION CO., INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY EIGHT

THOUSAND, SIXTY NINE DOLLARS AND FIFTY CENTS-----

-----(\$38,069.50)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

CONTINENTAL CONSTRUCTION CO., INC.-----

did on the ----- day of -----

-----, enter into a contract with the City of Fort Wayne to construct a

----- Pavement

on ----- Street from -----

Curb and sidewalk improvements in the following areas: Colerick Street and Eckart Street on both sides from the east property line of Hanna Street to the west property line of Oliver Street and John Street and Weissner Park Avenue on both sides from the north property line of Eckart Street to the south property line of Colerick Street, except where sidewalk acceptable to the Board of Public Works is now in place.

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

CONTINENTAL CONSTRUCTION CO., INC.----- shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this ----- day of -----

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: M. O'Neal, Pres. (SEAL)

AMERICAN STATES INSURANCE COMPANY (SEAL)

XXXX Edward M. Brown (SEAL)

EDWARD M. BROWN - ATTORNEY-IN-FACT (SEAL)

Approved this 17 day of April, 1975

Board of Public Works.

LIABILITY BOND

Known All Men by These Presents, That we-----

-----CONTINENTAL CONSTRUCTION CO., INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY EIGHT

THOUSAND, SIXTY NINE DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 38,069.50)-----

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this----- day of-----

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: W. O. Neal (SEAL)
AMERICAN STATES INSURANCE COMPANY (SEAL)

XXX Edward M. Brown (SEAL)
EDWARD M. BROWN - ATTORNEY-IN-FACT

----- (SEAL)

Approved this 17 day of April, 1975

Carl E. Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

MARCH 20, 1975

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

-----PAUL H. LOHSE, EDWARD M. BROWN THEODORE KORTZ AND HAYES L. POTTER -----

(Jointly or Severally)

of Port Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100-----(\$1,000,000.00)-----DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March

A. D. 19 71.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 1st day of March, A. D., 1971, before me personally came

William M. Evans, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974

My Commission Expires

Florence Bauer

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, H. E. Wriggelsworth, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

day of _____, A. D., 19____

(SEAL)

H. E. Wriggelsworth
Assistant Secretary

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	21f
(HIGHWAY)	S	9.08	40	40		5	21f
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17430		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35¢hold
IRON WORKER	S	9.70	55	65		1	21f
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	5.95-6.25	35	30		7	
(SEWER)	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	31f
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	21f
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	6.75-9.15	40	40		5	
(SEWER)	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	91f
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1st DAY OF June, 19 75

Wayne T. Kessler
 REPRESENTING GOVERNOR, STATE OF INDIA

R. D. Bruneel
 REPRESENTING THE AWARDED AGENT.

Ind. M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL CONSTRUCTION CO. OF FORT WAYNE, INC.
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state
of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are
held and firmly bound unto CITY OF FORT WAYNE, INDIANA

as Obligor, hereinafter called Obligor, in the amount of THIRTY EIGHT THOUSAND SIXTY-NINE AND
50/100-----Dollars (\$ 38,069.50),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ entered into
a contract with Obligor for CONTRACT "A", RESOLUTION NO. 5649-1974 FOR CURB AND SIDEWALK
IMPROVEMENTS IN CITY OF FORT WAYNE, INDIANA

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall
promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

Whenever Principal shall be, and be declared by Obligor to be in default under the contract, the Obligor
having performed Obligor's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligor after reasonable notice to Surety may, or Surety upon demand of Obligor may arrange for the
performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of
completing performance of the contract. If completed by the Obligor, and the reasonable cost exceeds
the balance of the contract price, the Surety shall pay to the Obligor such excess, but in no event shall the
aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or
remedies the default, that portion of the balance of the contract price as may be required to complete the
contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at
the times and in the manner as said sums would have been payable to Principal had there been no default
under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the
total amount payable by Obligor to Principal under the contract and any amendments thereto, less the
amounts heretofore properly paid by Obligor under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final
payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this _____ day of _____ 19____

CONTINENTAL CONSTRUCTION CO. OF FORT WAYNE, INC.

N. J. A. Neal (SEAL)
Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By Edward M. Brown
EDWARD M. BROWN - Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

-----PAUL H. LOHSE, EDWARD M. BROWN THEODORE KORTZ AND HAYES L. POTTER -----

(Jointly or Severally)

of Port Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100-----(\$1,000,000.00)-----DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March

A. D. 19 71.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 1st day of March, A. D., 1971, before me personally came

William M. Evans

, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974

My Commission Expires

Florence Bauer

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, H. E. Wriggelsworth

, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

day of _____, A. D., 19____.

(SEAL)

Form 9-1459 (7-66)

H. E. Wriggelsworth
Assistant Secretary

PROJECT Contract "B" - 6th District

BID ANALYSIS SHEET

(Woodview Blvd. & Oliver St.)

OFFICE OF CITY ENGINEER

DATE February 26, 1975

RES. NO.

5649-1974

MATERIAL

Concrete

FORT WAYNE INDIANA

CONTRACTORS

ESTIMATE

EXTENSION

Continental
Construction

K. H. Scheeler Constr.

T-G Excavating, Inc.

Robert Houser -
ContractorSTREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIALUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

845 Sq. Yds.

Walk Removal

4.00

3,380.00

4.05

3,422.25

4.25

3,591.25

4.57

3,861.65

5.20

4,394.00

7,085 Sq. Ft.

Standard Walk

1.35

9,564.75

1.30

9,210.50

1.20

8,502.00

1.32

9,352.20

1.35

9,564.75

520 Sq. Ft.

Curbface Walk

1.55

806.00

1.40

728.00

1.50

780.00

1.44

748.80

1.40

728.00

449 Lin. Ft.

Curb Removal

1.40

628.60

2.00

898.00

2.00

898.00

1.68

754.32

2.50

1,122.50

375 Lin. Ft.

Curb Replacement

3.60

1,350.00

3.25

1,218.75

5.25

1,968.75

3.56

1,335.00

3.80

1,425.00

4 Cu. Yds.

Common Excavation

10.00

40.00

10.00

40.00

7.00

28.00

12.00

48.00

22.00

88.00

18 Sq. Yds.

New 9" Concrete

15.00

270.00

16.00

288.00

18.00

324.00

26.67

480.06

17.50

315.00

100 Tons

Dirt Backfill

7.50

750.00

6.50

650.00

5.00

500.00

7.50

750.00

6.00

600.00

350 Sq. Yds.

Seeding & Fertilizer

.70

245.00

1.00

350.00

1.10

385.00

1.08

378.00

1.40

490.00

\$17,034.35

\$16,805.50

\$16,977.00

\$17,708.03

\$18,727.25

Under

1.3%

Under

0.33%

Over

4%

Over

10%

CONTRACT

This Agreement, made and entered into this 17 day of April, 1975

by and between ----- CONTINENTAL CONSTRUCTION CO., INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove curb and sidewalks at the following locations: Oliver Street, on the west side only from the north property line of Oxford Street to the south property line of Colerick Street and Woodview Boulevard on both sides from the east property line of Hanna Street to the west property line of Smith Street, except where sidewalk acceptable to the Board of Public Works is now in place.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5649-74 and at the following price per lineal foot.

at the following prices:

Walk Removal	Four dollars and five cents, per square yard	\$ 4.05
Standard Walk	One dollar and thirty cents, per square foot	1.30
Curbside Walk	One dollar and forty cents, per square foot	1.40
Curb Removal	Two dollars and no cents, per lineal foot	2.00
Curb Replacement	Three dollars and twenty five cents, per lineal foot	3.25
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
New 9" Concrete	Sixteen dollars and no cents, per square yard	16.00
Dirt Backfill	Six dollars and fifty cents, per ton	6.50
Seed and Fertilizer	One dollar and no cents, per square yard	1.00

side only from the north property line of Oxford Street to the south property line of Colerick Street and Woodview Boulevard on both sides from the east property line of Hanna Street to the west property line of Smith Street, except where sidewalk acceptable to the Board of Public Works is now in place.

by grading and paving the roadway to a width of _____ feet with _____

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

Contract "B"

ment Resolution No. 5649-74 and at the following price per lineal foot:

at the following prices:

Walk Removal	Four dollars and five cents, per square yard	\$ 4.05
Standard Walk	One dollar and thirty cents, per square foot	1.30
Curbface Walk	One dollar and forty cents, per square foot	1.40
Curb Removal	Two dollars and no cents, per lineal foot	2.00
Curb Replacement	Three dollars and twenty five cents, per lineal foot	3.25
Common Excavation	Ten dollars and no cents, per cubic yard	10.00
New 9" Concrete	Sixteen dollars and no cents, per square yard	16.00
Dirt Backfill	Six dollars and fifty cents, per ton	6.50
Seed and Fertilizer	One dollar and no cents, per square yard	1.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 649-74 (Contract the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before August 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____

day of _____, 19____

CONTINENTAL CONSTRUCTION CO., INC.

BY: M. O. Neal

ITS: President

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. O'Neal

Jim A. [Signature]
Its Board of Public Works and Mayor.

APR 17 1975

PROVED AS TO FORM AND CONTENT

City Attorney

GUARANTY BOND

Known All Men by These Presents, That we-----

-----CONTINENTAL CONSTRUCTION CO., INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTEEN THOUSAND,

EIGHT HUNDRED FIVE DOLLARS AND FIFTY CENTS-----

-----(\$16,805.50)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----CONTINENTAL CONSTRUCTION CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

on-----Street from-----

Curb and sidewalk improvements at the following locations: Oliver Street - west
side only, from the north property line of Oxford Street to the south property
line of Colerick Street and Woodview Blvd. - both sides, from the east property
line of Hanna Street to the west property line of Smith Street, except where
sidewalk acceptable to the Board of Public Works is now in place.

-----according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work, material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: *W. O. Neal* (SEAL)

AMERICAN STATES INSURANCE COMPANY

XXX: *Edward M. Brown* (SEAL)

EDWARD M. BROWN - ATTORNEY-IN-FACT

Approved this-----day of-----

Board of Public Works.

LIABILITY BOND

Known All Men by These Presents, That we -----

CONTINENTAL CONSTRUCTION CO., INC.-----

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTEEN THOUSAND,

EIGHT HUNDRED FIVE DOLLARS AND FIFTY CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

----- (\$ 16,805.50)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this----- day of -----

CONTINENTAL CONSTRUCTION CO., INC. (SEAL)

BY: M. O'Neal (SEAL)

AMERICAN STATES INSURANCE COMPANY (SEAL)

XXX Edward M. Brown (SEAL)

EDWARD M. BROWN - ATTORNEY-IN-FACT (SEAL)

(SEAL)

Approved this 17 day of April, 1975

Carl E. O'Neal

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

MARCH 20, 1975

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint:

-----PAUL H. LOHSE, EDWARD M. BROWN THEODORE KORTZ AND HAYES L. POTTER -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100-----(\$1,000,000.00)-----DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March

A. D. 19 71.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 1st day of March, A. D. 19 71, before me personally came

William M. Evans

, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974

My Commission Expires

Florence Bauer

Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, H. E. Wriggelsworth, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this

day of _____, A. D. 19 _____

(SEAL)

Form 9-1459 (7-65)

(HIGHWAY)

IS-SS-JUS | 6,56-7,16 | 16pw | 17pw |

ON CERTIFICATIONS ARE LIMITED TO THE ABOVE SCHEDULE. THE PREVAILING WAGE SCALE SHALL BE

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S-SKILLED
 SS-SEMI SKILLED
 US-UNSKILLED
 IF-INDUSTRIAL FUND
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY, AND MARCH, 1975.
 in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35¢	55¢			
BOILERMAKER	S	10.05	50	1.00		1¢	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.08	40	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1%+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	29	7%	2	
GLAZIER	S	8.24	12		25	4	35Cholid
IRON WORKER	S	9.70	55	65		1	2if
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 1st DAY OF June, 19 75

Wayne T. Kessler
 REPRESENTING GOVERNOR, STATE OF INDIA

R. D. Brance
 REPRESENTING THE AWARDING AGENT.

Ind. M. Rice
 REPRESENTING STATE A.F.L. & C.I.O.

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That CONTINENTAL CONSTRUCTION CO. OF FORT WAYNE, INC.
as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state
of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are
held and firmly bound unto CITY OF FORT WAYNE, INDIANA

as Obligor, hereinafter called Obligor, in the amount of SIXTEEN THOUSAND EIGHT HUNDRED FIVE
AND 50/100-----Dollars (\$16,805.50),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated-----entered into
a contract with Obligor for CONTRACT "B". RESOLUTION NO 5649-1974 FOR CURB AND SIDEWALK
IMPROVEMENTS IN CITY OF FORT WAYNE, INDIANA

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall
promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

Whenever Principal shall be, and be declared by Obligor to be in default under the contract, the Obligor
having performed Obligor's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligor after reasonable notice to Surety may, or Surety upon demand of Obligor may arrange for the
performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of
completing performance of the contract. If completed by the Obligor, and the reasonable cost exceeds
the balance of the contract price, the Surety shall pay to the Obligor such excess, but in no event shall the
aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or
remedies the default, that portion of the balance of the contract price as may be required to complete the
contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at
the times and in the manner as said sums would have been payable to Principal had there been no default
under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the
total amount payable by Obligor to Principal under the contract and any amendments thereto, less the
amounts heretofore properly paid by Obligor under the contract.

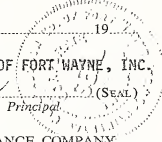
Any suit under this bond must be instituted before the expiration of two years from date on which final
payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

Signed and sealed this-----day of-----

CONTINENTAL CONSTRUCTION CO. OF FORT WAYNE, INC.

W. J. C. Neal
Principal



AMERICAN STATES INSURANCE COMPANY
Surety

By *Edward M. Brown*
EDWARD M. BROWN - Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

-----DAUL H. LOHSE, EDWARD M. BROWN THEODORE KORTE AND HAYES L. POTTER -----

(Jointly or Severally)

of Port Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE MILLION AND NO/100-----(\$1,000,000.00)-----DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 1st day of March

A. D. 19 71.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA } ss:
COUNTY OF MARION }

On this 1st day of March, A. D., 1971, before me personally come

William M. Evans

, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974

My Commission Expires

Florence Bauer

Notary Public

STATE OF INDIANA } ss:
COUNTY OF MARION }

I, H. E. Briggelsworth, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this _____

day of _____, A. D., 19____.

(SEAL)

H. E. Briggelsworth
Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contracts "A" and "B" of Sidewalk and Curb Resolution 5649-1974 for repairs to curbs and sidewalks in the 6th Councilmanic District.

Contracts have been awarded to Continental Construction Co. as follows:

Contract "A" - \$38,069.50

Contract "B" - \$16,805.50

These projects were bid twice previously. Once no bids were received and once bids were too much over estimate.

EFFECT OF PASSAGE Sidewalk repairs in 6th Councilmanic District as determined under 1974 program.

EFFECT OF NON-PASSAGE Failure to provide repairs as set forth in Public Hearing.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Property owners paying \$.50 per square foot of repairs. City paying balance from Revenue Sharing Funds.

ASSIGNED TO COMMITTEE Finance JH